



**Request for Quotes for
Recycling Bins**

Contracting Authority:

**Waste Management District Board of Directors
Darke County Commissioners
Matthew W. Aultman
Marshall Combs
Larry Holmes**

**Submittal deadline: October 21, 2024 at 4 PM
Proposal opening: October 22, 2024 at 1:30 PM**

**Issued by: Darke County Waste Management District
Krista K. Fourman Unger, Director
684 Wagner Ave; Suite C
Greenville, OH 45331**

**Phone: (937)547-0827
Fax: (937)547-1496**

Email: kfourman@co.darke.oh.us

LEGAL NOTICE- REQUEST FOR QUOTES

Sealed Quotes will be received by the Board of County Commissioners of Darke County, Ohio for the purpose of providing certain services for the Collection of Recycling items throughout the county at various locations and various dates throughout a 5-year period beginning on, **January 1, 2025** as sponsored by the Darke County Waste Management District.

Quotes will be received in the office of the Board of County Commissioners

Attention: Robin Blinn, Clerk of the Commission
Administration Building
520 S Broadway
Greenville, OH 45331

Deadline for submittal: 4 PM, MONDAY, October 21, 2024.

Proposals received after the submittal deadline, will not be accepted.

Solicitation Packets can be requested by calling (937) 547-0827

Proposals will be opened by the Clerk at 1:30 P.M., October 22, 2024 in Public Session

Administration Building
520 S Broadway; Greenville, OH 45331

PLEASE NOTE:

- Quotes are to be clearly marked on the outside of the envelope in the lower left hand corner as follows: **Recycling Box Quote and must include the name and address of the Contractor.**
- The County is exempt from all Federal, State, Local and/or Excise Taxes.
- The Board of County Commissioners of Darke County, Ohio, reserves the right to reject any and all Proposals and to waive any defect in a Proposal which does not materially alter the contract documents.
- You may view this notice on the Board of Darke county Commissioners website by going to www.co.darke.oh.us/solidwaste and clicking on the Legal Notices.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, DARKE COUNTY, OHIO.

Krista K. Fourman Unger
District Director

AGREEMENT FOR RECYCLING DROP BOXES FOR THE COLLECTION OF COMMINGLED RESIDENTIAL RECYCLABLES PLACED IN DARKE COUNTY

This Agreement (the "Agreement") is recycling drop boxes for the collection of commingled residential recyclables, which are listed in Appendix A or such alternative locations as provided herein. This Agreement has been entered into this _____ day of December, 2024 , and is by and between the Darke County Board of County Commissioners (the "Board") acting in their capacity as the Board of Directors of the Darke County Solid Waste Management District (the "District"), whose offices are located at 684 Wagner Ave, Suite C, Greenville, Ohio 45331, and _____ (the "Contractor"), with its local office located at _____.

RECITALS

WHEREAS, the District is an Ohio solid waste management district established by the Board of Commissioners of Darke County, Ohio (the "Board") pursuant to Sections 343.01 and 3734.52 of the Ohio Revised Code; and

WHEREAS, the term of the current Agreement ends on December 31, 2024, and

WHEREAS, the Board desires to contract with the Contractor for a five-year period pursuant to Section 343.02 of the Ohio Revised Code to provide the District with Recycling Drop Boxes as listed in Appendix A or their alternates, for the use of the Villages and Townships and their residents, businesses and other authorized persons to deposit Recyclable Materials. The Contractor will collect at locations listed in Appendix A. The Contractor will deliver collected recyclable items to a recyclable materials processing center for processing in accordance with the terms and provisions of this Agreement as are set forth as follows:

ARTICLE I - TERMS AND THE AGREEMENT

1.1 The Agreement. Pursuant to the terms and conditions contained herein, the Contractor hereby agrees to collect, transport, and deliver for processing Recyclable Materials deposited in the Recycling Drop Boxes located within the Villages and Townships or such alternate locations as provided herein on behalf of the District. The total monthly charge for the bins reference in Appendix A during 2025 is \$_____, covering all locations and services described within the Appendix. Extra service would be billed at \$_____per service, per location.

1.2 Term. The term of the Agreement shall be for five years, beginning on January 1, 2017, and ending on December 31, 2029; provided, however, that the District may exercise an option to extend the term of the Agreement for an additional five (5) year period upon providing at least ninety (90) days advance written notice to Contractor. Upon extension, Contractor shall have the right to increase its charge to the District at a mutually agreed upon rate, for the year of the extension.

ARTICLE II- SERVICES TO BE PROVIDED BY TAE CONTRACTOR

2.1 Recycling Drop Boxes. The Contractor shall provide to the District Recycling Drop Boxes , with labeling, for the deposit of the following recyclable materials: newspaper, paper, magazines, catalogs, telephone books, glass bottles and food containers, steel beverage and food containers, aluminum beverage and food containers, PET plastic bottles and jugs, HDPE plastic bottles and jugs, and any other plastic bottle with the neck being more narrow than the bottom, and gable-top cartons and drink and juice boxes. Such Recycling Drop Boxes are to be located by the Contractor at the sites designated by the Villages named herein without additional rental fees to the District.

2.1.1 Change of Drop Box Location and Need for Additional Drop Boxes By The District. The District may change the location of the Recycling Drop Boxes two (2) times per year during the five-year term of the Agreement. Such change in location may be to any area within the District, including service to a different municipality. However, each village must maintain its allotted number of drop boxes at the same site, regardless of location. If one additional drop box should be required at any site or sites, the Contractor shall provide it without extra cost to the District. Upon the District's request to change the location of the Recycling Drop Boxes, the Contractor shall move the Recycling Drop Boxes to the new location designated by the District, without any additional cost or charge to the District, and commence providing Collection Services at the new location. Upon the District's request for an additional drop box at any site or sites, the Contractor shall provide it at no additional cost or charge to the District.

2.1.2 Responsibility for Condition and Maintenance of Recycling Drop Boxes. In all villages and at all sites, the Contractor must place and establish all Recycling Drop Boxes so that they are not an endangerment to users or the public. The Contractor must conduct ongoing and periodic maintenance of the Recycling Drop Boxes to assure that they do not constitute or become a public nuisance or endangerment, and that they are kept clean, painted, in good repair, and are clearly marked as recycling-collection drop boxes so as not to be mistaken for garbage-collection containers by the public. The Recycling Drop Boxes shall remain the property of the Contractor. The Contractor assumes the full risk and responsibility for any loss, destruction, or damage occurring to the Recycling Drop Boxes.

2.2 Collection Services. The Contractor shall provide the following Collection Services to the District during the term of the Agreement in a competent workmanlike manner. The Contractor shall collect Recyclable Materials from the Recycling Drop Boxes every week for the entire period of the Agreement. No additional hauling charges or gasoline surcharges will be charged to the District for twice monthly collections to transport the materials to a recyclable material processing facility. If the drop boxes at any site or sites should become full at any time before their weekly collection, the District may call the Contractor for an additional collection or collections at a cost to the District of no more than \$22.95 per site/pick-up. If an additional collection (or collections) is necessary, the Contractor will collect Materials from the Recycling Drop Boxes within 24 hours of request from an authorized representative of either the District or the Village. Such requests shall be made to a Dispatcher, at telephone number at _____, between the hours of 6:30 a.m. and 3:00 p.m. If more than one collection or haul is needed, approval of the District Director is required. Subject to any requirements of the District, the Contractor shall transport all Recyclable Materials collected pursuant to the Agreement to a recyclable material processing facility selected by the Contractor where the Recyclable Materials shall be processed for reuse as marketable commodities ("Processing Services"). Recyclable Materials shall not be landfilled. The Contractor shall not charge the district any additional rates for processing Recyclable Materials during the term of the Agreement or its extension thereof. The District makes no warranty or representation that any specific amount of Recyclable Materials will be available for collection and processing.

2.3 Access. If any of the Recycling Drop Boxes are inaccessible so that specified pickups cannot be made, the Contractor shall notify the District orally and afford the District a reasonable opportunity to provide the required access. The Contractor reserves the right to charge an additional fee not to exceed _____ per site/pick-up for any additional collection service required by the failure to provide such access.

2.4 Contractor's Invoice for Recycling Drop Box Program: Contractor shall submit one (1) invoice for each drop-box location to the District each month, on or before the last day of the month, itemizing the fees to be paid by the District for regular and extra Recycling Drop Box Collection Services. The District shall have thirty (30) days to pay the properly itemized invoices submitted in accordance herewith for services performed by the Contractor. The District is exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax. The Contractor shall retain any and all earnings, if any, from the sale of Recyclable Materials collected pursuant to this Agreement.

ARTICLE III - GENERAL CONTRACTOR RESPONSIBILITIES

3.1 Recycling Drop Box Housekeeping. The Contractor shall immediately pick up or sweep up any materials that The Contractor spills while performing the Collection Services, and would pick up any minimal overflow that might possibly get left outside of such drop box containers at all Village sites. The District and the Contractor will work together to review service levels periodically to make adjustments to current service, as needed.

3.2 Vehicles and Equipment. The Contractor shall furnish all vehicles and equipment necessary to provide all of the Collection Services required under the Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment, and shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Contractor for the collection of Recyclable Materials shall be enclosed, washed and cleaned, leak proof, rust free and equipped with a broom, shovel and rake. All vehicles shall be painted uniformly, and shall bear clear and visible statements of the Contractor's name and complaint telephone number that are sufficiently large so that the statements can be read from a distance. All vehicles and equipment may be inspected from time to time by the District or its designee to determine that the same are clean, sanitary and in safe operating conditions; however, such a determination shall not constitute a representation by the District or its Designee that the vehicles and equipment are safe. Any vehicles or equipment that in the opinion of the District or its Designee that are not clean, sanitary or in a safe operating condition shall be removed from service by the Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the District. Failure to comply with these standards constitutes grounds for termination of the Agreement by the District.

3.3 Conduct of Contractor's Employees. The Contractor shall perform all Collection Services required in the Agreement in compliance with federal, state and local laws, ordinances, rules and regulations. The Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language.

3.4 Compliance with District Rules. The Contractor shall comply with all rules adopted by the Board of Directors of the Darke County Solid Waste Management District and by the Darke County Board of Health.

ARTICLE IV - DATA COLLECTION AND REPORTING

4.1 Data Collection and Reporting. The Contractor shall maintain information and data on the services provided by the Contractor in the following records, using forms provided or approved by the District or as otherwise mutually agreed upon by the District and the Contractor: a.) a record of the number of collections performed by the Contractor from each Recycling Drop Box; and b) an accurate record of the total amount of Recyclable Materials, separated by type, collected from each Recycling Drop Box pursuant to the Agreement that the Contractor delivers to a Recyclable Materials processing facility, specified in tons, for each day that such Recyclable Materials are delivered to that facility, as well as a copy of weight slips, receipts and invoices that the Contractor obtains from such facility in connection with such deliveries. The Contractor shall prepare the foregoing records and provide them to the District on a monthly basis. The Contractor shall also provide a quarterly report to the District containing a record of the amount of recyclable materials collected from the recycling drop boxes that the Contractor delivers to a recyclable materials processing facility, separated by type.

ARTICLE V - BREACH OF CONTRACT AND TERMINATION

5.1 Breach of Contract: Termination. Upon the failure of the Contractor to comply with the terms or conditions of the Agreement, the District may terminate the Agreement in the following manner: the District shall provide to the Contractor, by certified mail, a written notice of failure of performance or breach of the Agreement. The Contractor shall have ten (10) days to provide the District with written assurance, which can be substantiated by reasonable proof that the performance issues identified in the notice of failure to perform have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, the District may terminate the Agreement. Any such termination shall not take effect until at least ten (10) days following the expiration of

the period of corrective action.

5.2 Termination for Change of Control of Contractor. The Agreement is based on the ownership and control of the Contractor as of the time of the award and such ownership and control is of material significance in such Agreement. If during the term of the Agreement, the Contractor shall be merged or sold, the District shall have the right, in its sole discretion, to terminate the Agreement upon thirty (30) days written notice of termination to the Contractor.

5.3 Independent Contractor. The Contractor acknowledges that it is providing its services to the District pursuant to the Agreement as an Independent Contractor, and as such is required to maintain Workers' Compensation Coverage for all persons employed in carrying out the work covered by the Agreement.

ARTICLE VI - INSURANCE AND INDEMNIFICATION

6.1 Public Liability Insurance. The Contractor shall secure, pay for, and maintain throughout the term and any extension of the Agreement, public liability and property damage insurance as shall protect the Contractor, the District, its Designees, Employees, Agents, Officers, and Consultants, the District Director, Board of Directors, members of the Policy Committee, the Villages, the Village Alternates thereto, the Village Mayors, Members of Council, Trustees, Employees, Agents, Officers, and Consultants as named insured, from claims for personal injury and property damage which may arise because of the nature of the work or from performance under the Agreement.

6.2 Automobile Liability Insurance. The Contractor shall secure, pay for, and maintain throughout the term and any extension of the Agreement, automobile public liability and property damage insurance as shall protect the Contractor, the District, its Designees, Employees, Agents, Officers, Consultants, the District Director, Board of Directors, Members of the Policy Committee, the Villages, and the Village Alternates thereto, the Village Mayors, Members of Council, Trustees, Employees, Agents, Officers and Consultants as named insured, from claims for personal injury or property damage which may arise from the use and operation of motor vehicles and equipment engaged in the various operations and performance under the Agreement.

6.3 Insurance Limits. The amount of such liability insurance required by Sections 6.1 and 6.2 hereof shall be adequate to provide full coverage by each policy of not less than \$1,000,000 each occurrence, \$1,000,000 aggregate for bodily injury and \$1,000,000 each occurrence, \$1,000,000 aggregate for property damage.

6.4 Certificates of Insurance. Certificates of Insurance, acceptable to the District, shall be filed with the District at the time the Agreement is executed. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or reduced until at least thirty (30) days prior written notice has been given to the District.

6.5 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District, its Designees, Employees, Officers, the District Director, the District Board of Directors, Members of the Policy Committee, the Villages named herein, their Alternates thereto, Village Mayors, Members of Village Council, Agents, Employees, Officers and Consultants from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Collection Services under the Agreement, provided that any such claim, damage, loss, or expense is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

6.6 Environmental Indemnification. The Contractor shall protect, defend and indemnify the District, its Designees, Employees, Officers, Consultants, the District Director, Board of Directors, Members of Policy Committee, and the Villages named herein, or their Alternates, the Village Mayors, Members of Village Council, Trustees, Employees, Agents, Officers and Consultants (each an indemnitee) against, and hold each indemnitee harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This Section 6.6 shall survive expiration or earlier termination of the Agreement.

6.7 Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of the District, its Designees, Employees, Officers, Consultants, Director, Board of Directors, Members of the Policy Committee, the Villages named herein or their Alternates thereto, Village Mayors, Members of the Village Councils, Trustees, Employees, Agents, Officers and Consultants.

6.8 Indemnity Not Limited. In any and all claims against the District or the Villages named herein or any of their agents or employees, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers compensation acts, disability benefit acts, or other employees benefit acts.

ARTICLE VII – MISCELLANEOUS

7.1 Entire Agreement. The Agreement represents the entire agreement of the parties as to the provision of the stationary Recycling Drop Boxes, Collection Services, and Processing Services included herein, and supersedes all other prior written or oral understandings with respect thereto; provided, however, that the Agreement shall not be construed to modify or terminate any existing agreements between the District and the Contractor with respect to other recycling services that the Contractor provides to the District. The Agreement may be modified or amended only by a writing signed by both parties.

7.2 Notice. Written notice required to be given under the Agreement shall be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Director, Darke County Solid Waste Management District, 684 Wagner Ave, Suite C., Greenville, OH 45331, and to Mike Bramkamp, Regional Manager, Rumpke Waste, Inc., or to his successor in such position, 5474 Jaysville-St. Johns Road, Greenville, OH 45331. Any change in address must be given in like manner

7.3 Waiver. No waiver, discharge, or renunciation of any claim or right of the District, the Villages named herein or the Contractor arising out of a breach of the Agreement by the District, the Villages or the Contractor shall be effective unless in writing signed by the Board of Directors of the District, the mayors or administrators of the Villages and Contractor.

7.4 Applicable Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.

7.5 Unenforceable Provision. If any provision of the Agreement is in any way unenforceable, such provision shall be deemed stricken from the Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

7.6 Binding Effect. The Agreement shall be binding upon and shall be to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto; provided, however, that the Contractor may not assign the Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the District, which consent may be withheld for any reason or for no reason.

7.7 Rights or Benefits. Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than the District, the Villages named herein, their Alternates thereto, and the Contractor, and all duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the District, the Villages named herein or their Alternates thereto and the Contractor and not for the benefit of any other party. NOW THEREFORE, in consideration of the mutual promises, covenants and the Agreement contained herein, the parties hereby incorporate the foregoing recitals herein and agree as follows:

The Agreement shall begin on January 1, 2024, and shall terminate at 12:00 midnight on December 31, 2029.

THE BOARD OF DIRECTORS OF THE
DARKE COUNTY SOLID WASTE
MANAGEMENT DISTRICT

Matthew W. Aultman

Contractor Name

Marshall Combs

Contractor Representative

Larry Holmes

Title

Date

Date

Approved as to form:

Margaret B. Hayes, Assistant Prosecuting Atty.
Darke County Prosecutor's Office

PROPOSAL COVER SHEET

Recycling Bin Quotes

Contracting Authority:

<p>DARKE COUNTY WASTE MANAGEMENT DISTRICT BOARD OF DIRECTORS: Commissioner Matthew Aultman Commissioner Larry Holmes Commissioner Marshall Combs</p>

Proposal Submittal	October 21, 2024	4:00 PM
Proposal Opening	October 22, 2024	1:30 P.M.

Submitted by _____

Street _____

City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____

TOTAL AMOUNT OF THE PROPOSAL BASED ON THE CURRENTS BINS LISTED ON APPENDIX "A" :

\$ _____

Extra Service Charge-- per Location

\$ _____

No Access Charge-- per Location

\$ _____

APPENDIX “A”

Name	Service Address	Number of bins	Bin Size	Service Required
Village of Arcanum	311 S Albright St; Arcanum OH 45304	2	8 yd	2 x per wk
Village of Ansonia	112 Cross St; Ansonia OH 45303	2	8 yd	2 x per wk
Osgood Community Park	Park Dr; Osgood, OH 45351	2	8 yd	2 x per wk
Butler Twp	1481 St Rt 127; Arcanum, OH 45304	2	8 yd	2 x per wk
Village of North Star	28 S Main St; North Star, OH 45350	2	8 yd	2 x per wk
Arcanum Schools	2011 Trojan Way; Arcanum, OH 45304	1	8 yd	2 x per wk
Wayne Twp	535 N West St; Versailles, OH 45380	1	8 yd	2 x per wk
Village of New Weston	411 Pine St; New Weston, OH 45348	2	8 yd	1 x per wk
Franklin Monroe Schools	8591 Oakes Rd; Pittsburg, OH 45358	1	6 yd	1 x per wk
St. Mary's Catholic School	238 W Third St; Greenville, OH 45331	1	6 yd	1 x per wk
Anthony Wayne School	4932 Childrens Home Bradford Rd; Greenville, OH 45304	1	6 yd	1 x per wk
Mississinawa School	10480 Staudt Rd; Union City, OH 45390	1	6 yd	1 x per wk
Versailles Schools	280 Marker Rd; Versailles, OH 45380	2	6 yd	1 per wk
Ansonia Schools	600 E Canal St; Ansonia, OH 45303	1	6 yd	1 per wk
Village of Hollansburg	School St; Hollansburg, OH 45332	1	8 yd	1 per wk
Tri-Village Schools	315 S Main St; New Madison, OH 45346	1	6 yd	2 per wk
Willowdell	13253 Willowdell Rd; Yorkshire, OH 45388	1	8 yd	1 per wk